

Hand-Delivered

FILED
CHARLOTTE, NC

UNITED STATES DISTRICT COURT

MAR 25 2021

for the

WESTERN District of NORTH CAROLINA

US DISTRICT COURT
WESTERN DISTRICT OF NC

CHARLOTTE Division

Case No.

3:21cv125

(to be filled in by the Clerk's Office)

ANDRE ANTONIO DAVIS

Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-v-

AMAZON.COM INC.

Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names. Do not include addresses here.)

Jury Trial: (check one) ☒ Yes ☐ No

COMPLAINT FOR VIOLATION OF CIVIL RIGHTS

(Non-Prisoner Complaint)

NOTICE

Federal Rules of Civil Procedure 5.2 addresses the privacy and security concerns resulting from public access to electronic court files. Under this rule, papers filed with the court should *not* contain: an individual's full social security number or full birth date; the full name of a person known to be a minor; or a complete financial account number. A filing may include *only*: the last four digits of a social security number; the year of an individual's birth; a minor's initials; and the last four digits of a financial account number.

Except as noted in this form, plaintiff need not send exhibits, affidavits, grievance or witness statements, or any other materials to the Clerk's Office with this complaint.

In order for your complaint to be filed, it must be accompanied by the filing fee or an application to proceed in forma pauperis.

I. The Parties to This Complaint**A. The Plaintiff(s)**

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name	ANDRE ANTONIO DAVIS			plaintiff in pro per
Address	P.O BOX 551239			
	GASTONIA	NC	28054	
	<i>City</i>	<i>State</i>	<i>Zip Code</i>	
County	GASTON COUNTY			
Telephone Number	(980) 251-1605			
E-Mail Address				

B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known) and check whether you are bringing this complaint against them in their individual capacity or official capacity, or both. Attach additional pages if needed.

Defendant No. 1

Name	Amazon.Com Inc		
Job or Title <i>(if known)</i>	Chief Executive Officer Jeff Bezos		
Address	410 Terry Ave. N		
	Seattle	WA	98109-5210
	<i>City</i>	<i>State</i>	<i>Zip Code</i>
County	King County		
Telephone Number	(206) 266-1000		
E-Mail Address <i>(if known)</i>			
	<input type="checkbox"/> Individual capacity <input checked="" type="checkbox"/> Official capacity		

Defendant No. 2

Name			
Job or Title <i>(if known)</i>			
Address			
	<i>City</i>	<i>State</i>	<i>Zip Code</i>
County			
Telephone Number			
E-Mail Address <i>(if known)</i>			
	<input type="checkbox"/> Individual capacity <input type="checkbox"/> Official capacity		

Defendant No. 3

Name

Job or Title (if known)

Address

City

State

Zip Code

County

Telephone Number

E-Mail Address (if known)

☐

Individual capacity

☐

Official capacity

Defendant No. 4

Name

Job or Title (if known)

Address

City

State

Zip Code

County

Telephone Number

E-Mail Address (if known)

☐

Individual capacity

☐

Official capacity

II. Basis for Jurisdiction

Under 42 U.S.C. § 1983, you may sue state or local officials for the "deprivation of any rights, privileges, or immunities secured by the Constitution and [federal laws]." Under *Bivens v. Six Unknown Named Agents of Federal Bureau of Narcotics*, 403 U.S. 388 (1971), you may sue federal officials for the violation of certain constitutional rights.

A. Are you bringing suit against (check all that apply):

☒

Federal officials (a *Bivens* claim)

☒

State or local officials (a § 1983 claim)

B. Section 1983 allows claims alleging the "deprivation of any rights, privileges, or immunities secured by the Constitution and [federal laws]." 42 U.S.C. § 1983. If you are suing under section 1983, what federal constitutional or statutory right(s) do you claim is/are being violated by state or local officials?

Breach of Contract

C. Plaintiffs suing under *Bivens* may only recover for the violation of certain constitutional rights. If you are suing under *Bivens*, what constitutional right(s) do you claim is/are being violated by federal officials?

Violations of Civil Constitutional Rights under Bivens Action , 403 U.S. 388 (1971)

N/A

- D. Section 1983 allows defendants to be found liable only when they have acted "under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia." 42 U.S.C. § 1983. If you are suing under section 1983, explain how each defendant acted under color of state or local law. If you are suing under *Bivens*, explain how each defendant acted under color of federal law. Attach additional pages if needed.
-

III. Statement of Claim

State as briefly as possible the facts of your case. Describe how each defendant was personally involved in the alleged wrongful action, along with the dates and locations of all relevant events. You may wish to include further details such as the names of other persons involved in the events giving rise to your claims. Do not cite any cases or statutes. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

- A. Where did the events giving rise to your claim(s) occur?

NC

- B. What date and approximate time did the events giving rise to your claim(s) occur?
-

- C. What are the facts underlying your claim(s)? (*For example: What happened to you? Who did what? Was anyone else involved? Who else saw what happened?*) Between 12/1/2020 and present

Amazon.Com Inc. intentionally held or not delivered numerous packages to harass and discriminate against Mr. Davis and breach its contract and violated commerce by aiding Infragard to restrict and harass and recieved kickbacks and bribes and Mr. Davis to block paper and ink and other items as an harrasment campiagn and stop Mr. Davis making an attempt to expose such behavior and the illegal relationships vertical and horizontal undermining commerce when these companies suppose to aid watching out for Americans security concerns instead running a worldwide money laundering operationing while keeping innocent presons like Mr. Davis in a matrix prison and restricting their commerce.

IV. Injuries

If you sustained injuries related to the events alleged above, describe your injuries and state what medical treatment, if any, you required and did or did not receive.

mental anguish, depression, paranoid loss of sleep and other medical concerns.

V. Relief

State briefly what you want the court to do for you. Make no legal arguments. Do not cite any cases or statutes. If requesting money damages, include the amounts of any actual damages and/or punitive damages claimed for the acts alleged. Explain the basis for these claims.

Amount excess 1,000,000,000.00 applicable under this courts jurisdiction.

VI. Certification and Closing

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

A. For Parties Without an Attorney

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: 3/25/2021

Signature of Plaintiff

Andre Davis

Printed Name of Plaintiff

Andre Antonio Davis

B. For Attorneys

Date of signing: _____

Signature of Attorney

Printed Name of Attorney

Bar Number

Name of Law Firm

Address

City

State

Zip Code

Telephone Number

E-mail Address

FIRST CAUSE OF ACTION

Breach of Contract

Elements:

Breach of Contract.....	9
Damages.....	9
Valid contract.....	9,10
Damages.....	10
A breach is failure.....	10
Damages.....	10
Proximate cause.....	10
Damages.....	10
Damages.....	11
Damages.....	11

SECOND CAUSE OF ACTION

Violation of the Federal Trade Commission Act

Elements:

Violation of the Federal Trade Commission Act.....	11,12
Damages.....	12
The representation, omission, or practice must mislead or be likely to mislead the consumer.....	12,13
Damages.....	13
The consumer's interpretation of the representation, omission, or practice must be reasonable under the circumstances.....	13
Damages.....	13
The misleading representation, omission, or practice must be material.....	13,14
Damages.....	14

THIRD CAUSE OF ACTION

Violation of the Clayton Act

Section 4

Elements:

Violation of the Clayton Act Section 4.....	14,15
Damages.....	15

FOURTH CAUSE OF ACTION

Section 7

Elements:

Violation of the Clayton Act Section 7.....	15,16
Damages.....	16

FIFTH CAUSE OF ACTION

Violation of the Clayton Act

Section 16

Elements:

Violation of the Clayton Act Section 16	16
Damages.....	16

SIXTH CAUSE OF ACTION

Elements of the Offense Section 1 of the Sherman Act 15 U.S.C. Section 1

Elements:

Elements of the Offense Section 1 of the Sherman Act 15 U.S.C. Section 1	16,17
Damages.....	17

SEVENTH CAUSE OF ACTION

Violation of the Sherman Act I

Elements:

Violation of the Sherman Act I.....	18
Damages.....	18

EIGHTH CAUSE OF ACTION

Violation of the Sherman Act II

Elements:

Violation of the Sherman Act II.....	18,19
Damages.....	19

NINTH CAUSE OF ACTION

Violation of the Travel Act 18 U. S. C. Section 1952

Elements:

Violation of the Travel Act 18 U. S. C. Section 1952.....	22-23
Damages.....	22

TENTH CAUSE OF ACTION

Violation of the Necessary and Proper Clause

Elements:

Violation of the Necessary and Proper Clause.....	22,23
Damages.....	23

ELEVENTH CAUSE OF ACTION

Violation of Congress Enumerated Powers of the Federal Constitution

Elements:

Violation of Congress Enumerated Powers of the Federal Constitution.....	23-27
Damages.....	27

TWELFTH CAUSE OF ACTION

Violation of the Commerce Clause Article I, Section 8, Clause 3

Elements:

Violation of the Commerce Clause Article I, Section 8, Clause 3.....	27,28.
Damages.....	28

THIRTEENTH CAUSE OF ACTION

Laundering of monetary instruments 18 U.S.C 1956

Elements:

Laundering of monetary instruments 18 U.S.C 1956.....	28-41
Damages.....	41

FOURTEENTH CAUSE OF ACTION

Engaging in monetary transactions in property derived from specified unlawful activity 18 U.S.C 1957

Elements:

Engaging in monetary transactions in property derived from specified unlawful activity 18 U.S.C 1957.....	41,42
Damages.....	42

FIFTEENTH CAUSE OF ACTION

Negligent Supervision

Elements:

Negligent supervision.....	42
Damages.....	42
The defendant had a duty to supervise the harming party.....	42
Damages.....	42
The defendant negligently supervised the harming party.....	43
Damages.....	44
Such negligence proximately cause the.....	44
Damages.....	44

SIXTEENTH CAUSE OF ACTION

Negligent Hiring

Elements:

Negligent Hiring.....	44
Damages.....	44
That the employer owed the injured party (plaintiff) a duty of care.....	45
Damages.....	45
The injury to the plaintiff was reasonably foreseeable.....	45,46
Damages.....	46

SEVENTEETH CAUSE OF ACTION

Anti kickback act of 1986

Elements:

Anti kickback act.....	46-48
Damages.....	48

EIGHTEENTH CAUSE OF ACTION

18 U.S. Code § 1951 - Interference with commerce by threats or violence

Elements:

18 U.S. Code § 1951 - Interference with commerce by threats or violence.....	48
Damages.....	48

NINETEETH CAUSE OF ACTION

Theft or bribery concerning programs receiving Federal funds

18 U. S. section 666

Elements:

Theft or bribery concerning programs receiving Federal funds

18 U. S. section 666.....49-52

Damages.....52

TWENTIETH CAUSE OF ACTION

Hobbs Act 18 USC § 1951

Elements:

Hobbs Act 18 USC § 1951.....52-53

Damages.....53

TWENTIETH FIRST CAUSE OF ACTION

Racketeer Influenced and Corrupt Organizations (RICO) statute (18 U.S.C. § 1961) 1961)

Elements:

Racketeer Influenced and Corrupt Organizations (RICO) statute (18 U.S.C. § 1961)
1961).....53,54

Damages.....54

TWENTIETH SECOND CAUSE OF ACTION

Respondeat Superior

Elements:

Respondeat Superior.....54

Damages..... 54,55

the agent of the corporation committed the crime.....55

Damages..... 55

While acting within the scope of the agent's authority.....55

Damages.....55-56

With an intent to benefit the corporation.....56

Damages.....56

Duty.....56

Damages.....57

Proximate cause.....57

CITATIONS

Association of Data Processing Service Organizations, Inc v. Cam 397 U. S. 150 (1970).....11

Barlow v. Collins, 397 U. S. 159 (1970).....11

Burger King Corp v. Ridzewicz	417 U. S. 462 (1985).....	7
Dixon v. United States,	465 U.S. 482 (1984).....	52
Evans v. United States,	504 U.S. 255, 265, 112 S.Ct. 1181, 1188 (1992).....	52
Flast v. Cohen	392 U. S. 83 (1968).....	11
Gibbons v. Ogden	(1824).....	23
Hadley v Baxendale	[1854] EWHC J70.....	9
Herpich v. Wallace,	430 F. 2 d 792 (5th Cir. 1970).....	11
International Shoe Co. v. Washington,	326 U. S. 310 (1945).....	7
Lucy v. Zehmer,	196 Va. 493; 84 S.E.2d 516 (1954).....	9
McCulloch v. Maryland	(1819).....	23
McGee v. International Life Insurance Co.	355 U. S. 220 (1957).....	7
Perkins v. Benguet Mining Co.,	342 U. S. 437 (1952).....	7
Perrin v. United States,	444 U.S. 37 (1979).....	20
Rivera v. State of New York,	34 NY 3d 383 (2019).....	53
Reitmeister v. Reitmeister	162 F. 691, 694 (2d Cir. 1947).....	11
S.P.R.L. v. Imrex Co., Inc.,	473 U.S. 479, 495 (1985).....	53
Standard Oil Co. of California v. United States,	337 U.S. 293 (1949).....	14
Standard Oil Co. of New Jersey v. United States,	221 U.S. 1 (1911).....	18.
Philadelphia Electric Co. v. Anaconda American Brass Co.,	47 F.R.D. 557 (E.D.Pa.1969).....	15
Texas & Pacific Railway Co. v. Ringsby	241 U. S. 33 (1916).....	11
United States v. American Tobacco Company,	221 U. S. 106 (1911).....	14
United States v. AT&T	552 F. Supp. 131 (D. D. C 1982).....	14,18
United States v. Culbert,	435 U.S. 371, 98 S.Ct. 1112 (1978).....	52
United States ex rel. Moilan v. McAllen Hospitals, L.P., et al.,	Case No. M-05-CV-263 S.D. Tex.2009.....	46
United States v. National Lead Co.	332 U.S. 319 (1947).....	11
United States v. Nardello,	393 U. S. 286.....	20
United States v. Philip Morris USA, Inc.,	566 F.3d 1095, 1118 (D.C. Cir. 2009).....	53
United States v. Philadelphia National Bank,	374 U.S. 321 (1963).....	15
United States v. Pomponio	511 F.2d 953 (4th Cir. 1975)	
United States v. Von's Grocery Co.,	384 U.S. 270 (1966).....	15
Verizon v. Trinko,	540 U.S. 398 (2004).....	18
Wickard v. Filburn,	317 U.S. 111 (1942).....	27
Willis v. Willis,	776 S.E. 2d 364.....	7

Andre Antonio Davis
P.O. Box 551329
GASTONIA, NC 28054

Plaintiff in Pro Per

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA

Andre Antonio Davis)	Case No:
)	
Plaintiff)	
vs.)	COMPLAINT FOR VIOLATION
)	OF
)	CIVIL AND CONSTITUTIONAL
AMAZON.COM, Inc.)	RIGHTS
)	
)	
Defendant)	<u>DEMAND FOR JURY TRIAL</u>
)	
)	

JURISDICTION

1. This is a civil action brought for violations of the Thirteenth and Fourteenth Amendments to the United States Constitution Section 15 U.S.C. Section 45 (a) 1 Section(s)1,2, and 15 .. The jurisdiction of this Court is founded upon Sections 28 U. S. C. 1331, 1332 (a), (1), 1391 and Sections 1651, 2201 and 2202. See[1][2][3][4][5]

[1] Burger King Corp v. Ridzewicz 417 U. S. 462 (1985)

[2] International Shoe Co. v. Washington, 326 U. S. 310 (1945) [3] McGee v. International Life Insurance Co. 355 U. S. 220 (1957)

[4] Perkins v. Benguet Mining Co., 342 U. S. 437 (1952).

[5] Willis v. Willis, 776 S.E. 2d 364.

PARTIES

2. At all relevant times, Plaintiff was a citizen of the United States and a Honorable discharged Veteran that served in the U. S. Marine Corps. during the Gulf War Era and resident of Gastonia, North Carolina.

3. The Defendant(s) AMAZON.COM, INC is a nationwide and worldwide for profit online retail shipper operating in the State of North Carolina.

4. Defendants Jeffery Preston Bezos aka Jeff Bezos is founder and CEO of Amazon.com INC.

FACTS

5. The Defendant Amazon Charlotte is liable for breach of contract, discrimination, fraud, and conspiring with a company called Infragard conspiring to receive bribes and kickbacks and money laundering when both companies supposed to be a part of the national homeland security instead used the government along with many other top businesses in the country to take monies from the U. S. Treasury, slowed commerce intentionally breaking antitrust and commerce laws and honor Infragard

6. At all times, relevant and material to this complaint, all the Defendants were acting

under the color of state law.

FIRST CAUSE OF ACTION
(Breach of Contract)

7. Plaintiff reallege and incorporate by reference all of the preceding paragraphs

8. Defendant Amazon.com intended to commit breach of contract. Breach of Contract is a legal cause of action and a type of civil wrong, in which a binding agreement or bargained-for exchange is not honored by one or more of the parties to the contract by non-performance or interference with the other party's performance. Breach occurs when a party to a contract fails to fulfill its obligation(s), whether partially or wholly, as described in the contract, or communicates an intent to fail the obligation or otherwise appears not to be able to perform its obligation under the contract. Where there is breach of contract, the resulting damages will have to be paid by the party breaching the contract to the aggrieved party. Defendants Amazon.com Inc. breach of contract was to charged Mr. Davis money for items not delivered numerous times and kept the money going against the terms that was agreed upon for the item offered was resulted of damages and Mr. Davis injury. Therefore, defendants Amazon.com Inc. is liable for breach of contract.

9. Damages owe damages in an amount greater than 75,000 for plaintiff injury. Defendants are liable for damages.

[1] Hadley v Baxendale [1854] EWHC J70.

[2] Lucy v. Zehmer, 196 Va. 493; 84 S.E.2d 516 (1954).

10. Defendant Amazon.com Inc. intended to commit valid contract. Valid contract is

is a written or expressed agreement between two parties to provide a product or service.

Defendant Amazon.com Inc was under valid contract to delivery items agreed upon on their online site and was not delivered and sellers send email of how you like the product and the product was never delivered and Mr. Davis was following the online deliver notice minute by minute while Mr. Davis was at home and for the packages not arriving caused damages and injury to Mr. Davis. Therefore, defendant Amazon.com Inc. is liable for valid contract.

11. Damages owe damages in an amount greater than 75,000 for plaintiff injury.
Defendants are liable for damages.

12. Defendant Amazon.com Inc. intended to commit a breach. A breach is failure to perform a contract (breaking its terms). Defendant Amazon.com Inc breach was not to delivery items on time, without reimbursement, apology or nothing received nothing or they would hold it in the warehouse and then send it back to the seller caused damages and was a result of Mr. Davis injury. Therefore, defendant Amazon.com Inc. is liable of breach.

13. Damages owe damages in an amount greater than 75,000 for plaintiff injury.
Defendants are liable for damages.

14. Defendant Amazon.com Inc. intended to commit proximate cause. Proximate cause is legal cause,” or one that the law recognizes as the primary cause of the injury. Defendant Amazon.com Inc. proximate cause was not keeping their promise and renegeing on their part of the contract agreement which caused damage and injury to Mr. Davis. Therefore, defendant Amazon.com Inc is liable of proximate cause.

15. Damages owe damages in an amount greater than 75,000 for plaintiff injury.
Defendants are liable for damages.

16. Defendant Amazon.com Inc. intended to commit a damages. Damages is Damages refers to the sum of money the law imposes for a breach of some duty or violation of some right. Compensatory damages, like the name suggests, are intended to compensate the injured party for loss or injury. Defendant Amazon.com Inc. damages for important deliveries needed at the time that cause Mr. Davis damage and mental anguish not receiving the items that was agreed upon from Amazon website. Therefore, defendant Amazon.com Inc. is liable for damages.

17. Damages owe damages in an amount greater than 75,000 for plaintiff injury. Defendants are liable for damages.

SECOND CAUSE OF ACTION
(Violation of the Federal Trade Commission Act)
(USC 15 Section 45)
(Section 5)

18. Plaintiff reallege and incorporate by reference all of the preceding paragraphs

19. Defendant Amazon.com Inc. intended to commit Violation of the Federal Trade Commission Act. See [1][2][3][4][5][6][7] Violation of the Federal Trade Commission Act Section 5(a) of the Federal Trade Commission Act (FTC Act) (15 USC §45) prohibits “unfair or deceptive acts or practices in or affecting commerce.” This prohibition applies to all persons engaged in commerce, including banks. The legal standards for unfairness and deception are independent of each other. Defendant Amazon.com Inc. Violation of the Federal Trade Act was internally collaborated with an organization Infragard in which both Amazon and Infragard play a roll in our nation security and they are using that responsibility to pick and chose and punish Mr. Davis by not delivering their products which is and unfair and deceptive practice within commerce and due to the fact Mr. Davis at the time was suing the Infragard and Amazon step in

to put pressure on Mr. Davis so he could not receive paper and ink to stop Mr. Davis who was constructing his case in pro se and paper and ink which was needed to construct his pleadings this intended restriction on commerce went on for months and Infragard knew that during their illegal investigation of Mr. Davis and monopolized with Amazon to farther restrict Mr. Davis resulted in damages and injury to Mr. Davis. Therefore, defendant Amazon.com Inc is liable for Violation of the Federal Trade Act.

[1] United States v. National Lead Co. 332 U.S. 319 (1947)

[2] Flast v. Cohen 392 U. S. 83 (1968)

[3] Association of Data Processing Service Organizations, Inc v. Cam 397 U. S. 150 (1970)

[4] Barlow v. Collins, 397 U. S. 159 (1970)

[5] Herpich v. Wallace, 430 F. 2 d 792 (5th Cir. 1970)

[6] Texas & Pacific Railway Co. v. Ringsby 241 U. S. 33 (1916)

[7] Reitmeister v. Reitmeister 162 F. 691, 694 (2d Cir. 1947)

20. Damages owe damages in an amount greater than 75,000 for plaintiff injury.
Defendants are liable for damages.

21. Defendant Amazon.com Inc. intended to commit the representation, omission, or practice must mislead or be likely to mislead the consumer. The representation, omission, or practice must mislead or be likely to mislead the consumer is A misrepresentation is an express or implied statement contrary to fact. A misleading omission occurs when qualifying information necessary to prevent a practice, claim, representation, or reasonable expectation or belief from being misleading is not disclosed. Defendant Amazon.com Inc. the representation, omission, or practice must mislead or be likely to mislead the consumer was advertising with their Amazon

Prime program which Mr. Davis had at the time was a misrepresentation of Mr. Davis delivery would be delivered in 1 to 2 days was misleading in its advertisement to deliver instead Amazon.com Inc restricted commerce which is a violation of commerce. Therefore, defendant Amazon.com Inc. is liable of the representation, omission, or practice must mislead or be likely to mislead the consumer.

22. Damages owe damages in an amount greater than 75,000 for plaintiff injury. Defendants are liable for damages.

23. Defendant Amazon.com Inc. intended to commit the consumer's interpretation of the representation, omission, or practice must be reasonable under the circumstances. The consumer's interpretation of the representation, omission, or practice must be reasonable under the circumstances is The test is whether the consumer's expectations or interpretation are reasonable in light of the claims made. Defendant Amazon.com Inc. the consumer's interpretation of the representation, omission, or practice must be reasonable under the circumstances was more the reasonable with the situation at hand this was a stratgic restriction of commerce and robbery Infragard and Amazon is undermining commerce and taking advantage of Mr. Davis trust resulting in damage and injury to Mr. Davis.

24. Damages owe damages in an amount greater than 75,000 for plaintiff injury. Defendants are liable for damages.

25. Defendant Amazon.com Inc. intended to commit The misleading representation, omission, or practice must be material. The misleading representation, omission, or practice must be material is one for deception to occur. which is likely to affect a consumer's choice of or conduct regarding a product. In other words, it is information that is important to consumers.

Defendants Amazon.com Inc. The misleading representation, omission, or practice must be material was material it was products needed at the time to accomplish a time sensitive task and to put food in the house and at the time Mr. Davis did not have a car in which Infragard kept remotely cutting the car off and was cutting off my ability to obtain ink to sue Infragard which form an implied agreement with Amazon and both collaborated to restrict commerce is an restraint on trade including formation of a illegal cartal and each offering bribes and kickbacks to one another resulting in damage and injury to Mr. Davis. Therefore, defendant Amazon.com Inc. is liable of the misleading representation, omission, or practice must be material.

26. Damages owe damages in an amount greater than 75,000 for plaintiff injury.
Defendants are liable for damages.

THIRD CAUSE OF ACTION
(Violation of Clayton Act 4)

27. Plaintiff reallege and incorporate by reference all of the preceding paragraphs

28. Defendant Amazon.com Inc. intended to commit Violation of Clayton Act 4.
Violation of Clayton Act 4 is a piece of legislation passed by the U.S. Congress in 1914. The act defines unethical business practices, such as price-fixing and monopolies, and upholds various rights of labor. Defendant Amazon.com Inc. Violation of the Clayton Act 4 was Amazon.com Inc. Conspiring with Infragard to restrict the flow of commerce and taking kickbacks and brides exhibiting unethical business practices that resulted in Mr. Davis damages and injury.
Therefore, defendant Amazon.com Inc. Violation of the Clayton Act 4.

[1] Standard Oil Co. of California v. United States, 337 U.S. 293 (1949)

[2] United States v. AT&T 552 F. Supp. 131 (D. D. C 1982)

[3] United States v. American Tobacco Company, 221 U. S. 106 (1911).

29. Damages owe trebles damages three times the amount for plaintiff injury.

Defendants are liable for damages.

FOURTH CAUSE OF ACTION
(Violation of Clayton Act 7)

30. Plaintiff reallege and incorporate by reference all of the preceding paragraphs.

31. Defendant Amazon.com Inc. intended to commit Violation of Clayton Act 7. See [1][2][3] Violation of Clayton Act 7 is prohibits mergers and acquisitions where the effect "may be substantially to lessen competition, or to tend to create a monopoly." As amended by the Robinson-Patman Act of 1936, the Clayton Act also bans certain discriminatory prices, services, and allowances in dealings between merchants. Defendant Amazon.com Inc. Violation of the Clayton Act 7 was Amazon discriminatory services, prices, and allowances in dealing directly with customer Mr. Davis in transaction to receive, acquired goods that was promised to arrive in the Amazon Prime program. Amazon.com Inc is either not paying their workers enough where they have to supplement their income with commercial bribery and kickback and Amazon secretly provide secret for the nation along with numerous other merchants and carriers which is commendable and is not commendable when used to form monopiles, restrain services to undermine commerce and break antitrust. Amazon.com Inc receive kickback from a government contractor provider security for the nation infrastructure to restrict Mr. Davis from receiving food, paper, and printer ink and committed robbery and creating monopiles, money laundering while providing security for the nations infrastructure negotiating with other businesses undermining commerce and antitrust and commerce laws to aid Infragard in this instance and others in similar situation from stopping Mr. Davis from suing their organization cutting off his supplies resulted in Mr. Davis damages and injury. Therefore, defendants is liable of Violation

of Clayton Act 7.

32. Damages owe trebles for three times the amount for plaintiff injury. Defendants are liable for damages.

[1] United States v. Philadelphia National Bank, 374 U.S. 321 (1963)

[2] United States v. Von's Grocery Co., 384 U.S. 270 (1966)

[3] Philadelphia Electric Co. v. Anaconda American Brass Co., 47 F.R.D. 557 (E.D.Pa.1969)

FIFTH CAUSE OF ACTION
(Violation of the Clayton Act 16)

33. Plaintiff reallege and incorporate by reference all of the preceding paragraphs.

34. Defendant Amazon.com Inc. intended to commit Violation of Clayton Act Violation of the Clayton Act 16 is 5 U.S.C.S. § 26, authorizes "any person, firm, corporation, or association" to seek injunctive relief against threatened loss or damage by a violation of the antitrust laws. ... The Federal Trade Commission may seek a temporary injunction under the All Writs Act, 28 U.S.C.S. Defendant Amazon.com Inc. Violation of the Clayton Act 16 was to owe Mr. Davis injunctive relief for loss or damage by the violation of antitrust laws for intentional restraint of commerce and unfair trade practices resulted in damage and injury to Mr. Davis. Therefore, defendant Amazon.com Inc. is liable for Violation of the Clayton Act 16.

35. Damages owe trebles for three times the amount for plaintiff injury. Defendants are liable for damages.

SIXTH CAUSE OF ACTION
(Elements of the Offense Section 1 of the Sherman Act 15 U.S.C. Section 1)

36. Plaintiff reallege and incorporate by reference all of the preceding paragraphs.

37. Defendant Amazon.com Inc. intended to commit Elements of the Offense Section 1

of the Sherman Act 15 U.S.C. Section 1. Elements of the Offense Section 1 of the Sherman Act 15 U.S.C. Section 1 is To establish a criminal violation of Section 1 of the Sherman Act (15 U.S.C. § 1), the government must prove three essential elements:

- A. The charged conspiracy was knowingly formed and was in existence at or about the time alleged;
- B. The defendant knowingly joined the charged conspiracy; and
- C. The charged conspiracy either substantially affected interstate or foreign commerce or occurred within the flow of interstate or foreign commerce.

Defendant Amazon.com Inc Elements of the Offense Section 1 of the Sherman Act U.S.C. Section 1 was a (A) knowing joined and charged conspiracy with Infragard in which both Amazon.com Inc. and Infragard provide security for the nation infrastructure and to report terrorist activities Amazon.com Inc aided Infragard to restrain commerce by restriction of supplies paper, printer ink to stop the flow of of these items do to the fact Infragard bribed and kickback to Amazon.com to aid them in stopping Mr. Davis from suing Infragard and Amazon block the commerce and restrained it in order to help Infragard in its purse. (B) both knowingly joined the charged conspiracy and (C). The charged conspiracy either substantially affected interstate or foreign commerce or occurred within the flow of interstate or foreign commerce buy intentionally and continually stopping Mr. Davis from receiving services that was paid for under the Amazon Prime program in which he pay for monthly. Therefore, defendant Amazon.com Inc. was liable for Elements of the Offense Section 1 of the Sherman Act 15 U.S.C. Section 1.

38. Damages owe trebles for three times the amount for plaintiff injury. Defendants are liable for damages.

SEVEN CAUSE OF ACTION
(Violation of the Sherman Act I)

39. Plaintiff reallege and incorporate by reference all of the preceding paragraphs.

40. Defendant Amazon.com Inc. intended to commit Violation of the Sherman Act I. See [1] Violation of the Sherman Act I is Only “unreasonable” restraint of trade through acquisitions, mergers, exclusionary tactics, and predatory pricing constitute a violation of the Sherman Act. This interpretation allowed large firms considerably more latitude. Defendant Amazon.com Inc. Violation of the Sherman Act I was exclusionary tactics pointed towards the consumer instead of a competitor which was a tactic to restrain Mr. Davis from receiving goods and services to aid their security partner Infragard stopping Mr. Davis from receiving ink and paper to prevent him from suing Infragard when both companies should not be forming illegal restraint or monopolies and obtains assets from each other businesses in a form of kickback and bribes forming their own stream of commerce laws that is illegal to parallel that of the US Congress which violates antitrust laws also resulted in damages and injury to Mr. Davis in the process. Therefore, defendants is liable for Violation of the Sherman Act I.

[1] United States v. AT&T 552 F. Supp. 131 (D. D.C 1982).

41. Damages owe trebles for three times the amount for plaintiff injury. Defendants are liable for damages.

EIGHT CAUSE OF ACTION
(Violation of the Sherman Act II)

42. Plaintiff reallege and incorporate by reference all of the preceding paragraphs.

43. Defendant Amazon.com Inc. intended to commit Violation of the Sherman Act II. See [1][2] Violation of the Sherman Act II makes it illegal to “monopolize, or attempt to monopolize, or combine or conspire with any other person or persons, to monopolize any part of the trade or commerce among the several States, or with foreign nations.”¹ The text of this prohibition has not changed since it was enacted in 1890. Defendant Amazon.com Inc. Violation of the Sherman Act was using their high status as Americas top retail online shipper to undermine Congress antitrust laws by initializing their own form of commerce by joining Infragard a company that watch the nations infrastructure in forming illegal monopoly to and a illegal merger for unethical business practice. Infragard pay kickbacks to Amazon in order to block Mr. Davis to receive paper, ink and other items to block Mr. Davis from suing Infragard for the injustices they render upon him while investigating him for the Veterans Affairs in Charlotte. Amazon joined this conspiracy knowing the reasons blocked several items in which Mr. Davis was home watching the shipping notice of its arrival and it never showed resulted in missed deadlines, mental anguish for almost missing the statue of limitations resulted in damages and injury to Mr. Davis. Therefore, defendants Amazon.com Inc. is liable of Violation of the Sherman Act II.

[1] Verizon v. Trinko, 540 U.S. 398 (2004)

[2] Standard Oil Co. of New Jersey v. United States, 221 U.S. 1 (1911)

Standard Oil was dismantled into geographical entities given its size, and that it was too much of a monopoly.

44. Damages owe trebles for three times the amount for plaintiff injury. Defendants are liable for damages.

NINTH CAUSE OF ACTION

(Violation of the Travel Act 18 U. S. C. Section 1952)

45. Plaintiff reallege and incorporate by reference all of the preceding paragraphs.

46. Defendants Amazon.com Inc intended to commit Travel Act. See [1][2][3] Travel Act is one of several federal laws that criminalize business activities that are illegal at the state level. Specifically, the Travel Act makes it a federal offense to travel from state to state (or internationally) with the intent to promote or facilitate an unlawful activity including other elements including:

1)

A. travels in interstate or foreign commerce, or

B. uses any facility in interstate or foreign commerce, or

C. uses the mail

2. with intent:

A. to distribute the proceeds of an unlawful activity, i.e., i. any business enterprise involving unlawful activities gambling, moonshining, drug dealing, or prostitution; or ii. extortion, bribery, or arson; or iii. any act which is indictable as money laundering; or

B. commit an act of violence to further an unlawful activity; or

C. to otherwise

i. promote,

ii. manage,

iii. establish,

iv. carry on, or

v. facilitate the promotion, management, establishment, or carrying on

any unlawful activity; and

3. thereafter

A. distributes or attempts to distribute such proceeds, or

B. commits or attempts to commit such act of violence, or

C. promotes, manages, establishes, carries on, or facilitates the promotion, management, establishment, or carrying on such unlawful activities or attempts to do so.

Defendant Amazon.com Inc. violation of the Travel Act was coordinated intentional deception of unethical business practice via their internet website which spans via interstate and foreign lines via Amazon trucks and was housed in facilities called Fulfillment Centers in which items was held or not delivered from unlawful activity between a government contractor Infragard paid bribes to Amazon to block Mr. Davis paper and ink because Mr. Davis was in the process to sue Infragard and Infragard attempt to block Mr. Davis efforts to file the lawsuit resulted in Mr. Davis damages and injury. Therefore, defendant Amazon.com Inc. is liable for the Violation of the Travel Act.

[1] United States v. Pomponio 511 F.2d 953 (4th Cir. 1975)

[2] Perrin v. United States, 444 U.S. 37 (1979)

[3] United States v. Nardello, 393 U. S. 286

47. Damages owe in an amount that exceeds 75,000 for plaintiff injury. Defendants are liable for damages.

TENTH CAUSE OF ACTION

(Violation of the Necessary and Proper Clause)

48. Plaintiff reallege and incorporate by reference all of the preceding paragraphs.

49. Defendants Amazon.com Inc. intended to commit Violation of the Necessary and Proper Clause. See [1] Violation of the Necessary and Proper Clause is The Congress shall have Power. To make all Laws which shall be necessary and proper for carrying into Execution the foregoing Powers, and all other Powers vested by this Constitution in the Government of the United States, or in any Department or Officer thereof. Defendants Amazon.com Inc. Necessary and Proper Clause was intentionally and knowingly violated the Necessary and Proper Clause by undermining Congress powers with forming illegal monopolies with Infragard and other businesses to steal from the US government and violate Mr. Davis rights by accepting bribes from Infragard an participating in unethical business practices forming monopolies that violates commerce and Congressional Powers and caused damage to Mr. Davis. Therefore, defendants Amazon.com is liable of Violation of the Necessary and Proper Clause.

[1] McCulloch v. Maryland (1819)

50. Damages owe in an amount that exceeds 75,000 for plaintiff injury. Defendants are liable for damages.

ELEVENTH CAUSE OF ACTION
(Violation of Congress Enumerated Powers of the Federal Constitution)
(Article I, Section 8 of the United States Constitution)

51. Plaintiff reallege and incorporate by reference all of the preceding paragraphs.

52. Defendants Amazon.com Inc. intended to commit Violation of Congress Enumerated Powers of the Federal Constitution. See [1] Violation of Congress Enumerated Powers of the Federal Constitution is the enumerated powers (also called expressed powers, explicit powers or delegated powers) of the United States Congress are the powers granted to the federal government of the United States. Most of these powers are listed in Article I, Section 8 of

the United States Constitution and is:

- 1) The Congress shall have Power To lay and collect Taxes, Duties, Imposts and Excises, to pay the Debts and provide for the common Defense and general Welfare of the United States; but all Duties, Imposts and Excises shall be uniform throughout the United States;
- 2) To borrow on the credit of the United States;
- 3) To regulate Commerce with foreign Nations, and among the several States, and with the Indian Tribes;
- 4) To establish a uniform Rule of Naturalization, and uniform Laws on the subject of Bankruptcies throughout the United States;
- 5) To coin Money, regulate the Value thereof, and of foreign Coin, and fix the Standard of Weights and Measures;
- 6) To provide for the Punishment of counterfeiting the Securities and current Coin of the United States;

7) To establish Post Offices and Post Roads;

8) To promote the Progress of Science and useful Arts, by securing for limited Times to Authors and Inventors the exclusive Right to their respective Writings and Discoveries;

9) To constitute Tribunals inferior to the supreme Court;

10) To define and punish Piracies and Felonies committed on the high Seas, and Offenses against the Law of Nations;

11) To declare War, grant Letters of Marque and Reprisal, and make Rules concerning Captures on Land and Water;

12) To raise and support Armies, but no Appropriation of Money to that Use shall be for a longer Term than two Years;

13) To provide and maintain a Navy;

14) To make Rules for the Government and Regulation of the land and naval Forces;

15) To provide for calling forth the Militia to execute the Laws of the Union, suppress Insurrections and repel Invasions;

16) To provide for organizing, arming, and disciplining, the Militia, and for governing such Part of them as may be employed in the Service of the United States, reserving to the States respectively, the Appointment of the Officers, and the Authority of training the Militia according to the discipline prescribed by Congress;

17) To exercise exclusive Legislation in all Cases whatsoever, over such District (not exceeding ten Miles square) as may, by Cession of particular States, and the acceptance of Congress, become the Seat of the Government of the United States, and to exercise like Authority over all Places purchased by the Consent of the Legislature of the State in which the Same shall be, for the Erection of Forts, Magazines, Arsenals, dock-Yards, and other needful Buildings; And

18) To make all Laws which shall be necessary and proper for carrying into Execution the foregoing Powers, and all other Powers vested by this Constitution in the Government of the United States, or in any Department or Officer thereof.

Defendant Amazon.com Inc. violation rule (18) carry out Powers vested by the Constitution and knowingly participating in bribery and kickbacks and money laundering with Infragard who is the hub and Amazon one of its spokes in with other well know business and broke the rules of rule (1) not paying taxes, on illegal monies and violating and undermining Congress laws by regulating its own quasi-commerce operation resulted in damage and injury to Mr. Davis. Therefore, defendant Amazon.com Inc. is liable of Violation of Congress Enumerated Powers of the Federal Constitution.

[1] Gibbons v. Ogden (1824).

53. Damages owe in an amount that exceeds 75,000 for plaintiff injury. Defendants are liable for damages.

TWELFTH CAUSE OF ACTION

(Violation of the Commerce Clause Article I, Section 8, Clause 3)

54. Plaintiff reallege and incorporate by reference all of the preceding paragraphs.

55. Defendants Amazon.com Inc. intended to commit Violation of the Commerce Clause. Violation of the Commerce Clause is Constitution that empowers Congress to regulate interstate commerce and commerce with foreign countries and that forms the constitutional basis for much federal regulation and to violate it violate the empowered position of Congress whom regulate it. [1] Defendants Amazon.com Inc. Violation of the Commerce Clause was the undermining and taking over the empowered position of Congress and integrating their companies position over that of Congress by sheath performed a hostile takeover empowering Amazon.com Inc. to regulate commerce as their company see fit by restraint of commerce, taking bribes from another company to induce the restraint by the name of Infragard taking

kickbacks to stop commerce caused damage and injury to Mr. Davis. Therefore, defendants Amazon.com is liable of Violation of the Commerce Clause.

[1] Wickard v. Filburn, 317 U.S. 111 (1942).

56. Damages owe in an amount that exceeds 75,000 for plaintiff injury. Defendants are liable for damages.

THIRTEENTH CAUSE OF ACTION

(Laundering of monetary instruments 18 U.S.C 1956)

57. Plaintiff reallege and incorporate by reference all of the preceding paragraphs.

58. Defendant Amazon.com Inc intended to commit laundering of monetary instruments. Laundering of monetary instruments is

(a)

(1) Whoever, knowing that the property involved in a financial transaction represents the proceeds of some form of unlawful activity, conducts or attempts to conduct such a financial transaction which in fact involves the proceeds of specified unlawful activity—

(A)

(i) with the intent to promote the carrying on of specified unlawful activity; or

(ii) with intent to engage in conduct constituting a violation of section 7201 or 7206 of the Internal Revenue Code of 1986; or

(B) knowing that the transaction is designed in whole or in part—

(i) to conceal or disguise the nature, the location, the source, the ownership, or the control of the

proceeds of specified unlawful activity; or

(ii) to avoid a transaction reporting requirement under State or Federal law,

shall be sentenced to a fine of not more than \$500,000 or twice the value of the property involved in the transaction, whichever is greater, or imprisonment for not more than twenty years, or both. For purposes of this paragraph, a financial transaction shall be considered to be one involving the proceeds of specified unlawful activity if it is part of a set of parallel or dependent transactions, any one of which involves the proceeds of specified unlawful activity, and all of which are part of a single plan or arrangement.

(2) Whoever transports, transmits, or transfers, or attempts to transport, transmit, or transfer a monetary instrument or funds from a place in the United States to or through a place outside the United States or to a place in the United States from or through a place outside the United States—

(A) with the intent to promote the carrying on of specified unlawful activity; or

(B) knowing that the monetary instrument or funds involved in the transportation, transmission, or transfer represent the proceeds of some form of unlawful activity and knowing that such transportation, transmission, or transfer is designed in whole or in part—

(i) to conceal or disguise the nature, the location, the source, the ownership, or the control of the proceeds of specified unlawful activity; or

(ii) to avoid a transaction reporting requirement under State or Federal law,

shall be sentenced to a fine of not more than \$500,000 or twice the value of the monetary instrument or funds involved in the transportation, transmission, or transfer, whichever is greater,

or imprisonment for not more than twenty years, or both. For the purpose of the offense described in subparagraph (B), the defendant's knowledge may be established by proof that a law enforcement officer represented the matter specified in subparagraph (B) as true, and the defendant's subsequent statements or actions indicate that the defendant believed such representations to be true.

(3) Whoever, with the intent—

(A) to promote the carrying on of specified unlawful activity;

(B) to conceal or disguise the nature, location, source, ownership, or control of property believed to be the proceeds of specified unlawful activity; or

(C) to avoid a transaction reporting requirement under State or Federal law,

conducts or attempts to conduct a financial transaction involving property represented to be the proceeds of specified unlawful activity, or property used to conduct or facilitate specified unlawful activity, shall be fined under this title or imprisoned for not more than 20 years, or both. For purposes of this paragraph and paragraph (2), the term “represented” means any representation made by a law enforcement officer or by another person at the direction of, or with the approval of, a Federal official authorized to investigate or prosecute violations of this section.

(b) Penalties.—

(1) In general.—Whoever conducts or attempts to conduct a transaction described in subsection (a)(1) or (a)(3), or section 1957, or a transportation, transmission, or transfer described in subsection (a)(2), is liable to the United States for a civil penalty of not more than the greater

of—

(A) the value of the property, funds, or monetary instruments involved in the transaction; or

(B) \$10,000.

(2) Jurisdiction over foreign persons.—For purposes of adjudicating an action filed or enforcing a penalty ordered under this section, the district courts shall have jurisdiction over any foreign person, including any financial institution authorized under the laws of a foreign country, against whom the action is brought, if service of process upon the foreign person is made under the Federal Rules of Civil Procedure or the laws of the country in which the foreign person is found, and—

(A) the foreign person commits an offense under subsection (a) involving a financial transaction that occurs in whole or in part in the United States;

(B) the foreign person converts, to his or her own use, property in which the United States has an ownership interest by virtue of the entry of an order of forfeiture by a court of the United States; or

(C) the foreign person is a financial institution that maintains a bank account at a financial institution in the United States.

(3) Court authority over assets.—

A court may issue a pretrial restraining order or take any other action necessary to ensure that any bank account or other property held by the defendant in the United States is available to satisfy a judgment under this section.

(4) Federal receiver.—

(A) In general.—

A court may appoint a Federal Receiver, in accordance with subparagraph (B) of this paragraph, to collect, marshal, and take custody, control, and possession of all assets of the defendant, wherever located, to satisfy a civil judgment under this subsection, a forfeiture judgment under section 981 or 982, or a criminal sentence under section 1957 or subsection (a) of this section, including an order of restitution to any victim of a specified unlawful activity.

(B) Appointment and authority.—A Federal Receiver described in subparagraph (A)—

(i) may be appointed upon application of a Federal prosecutor or a Federal or State regulator, by the court having jurisdiction over the defendant in the case;

(ii) shall be an officer of the court, and the powers of the Federal Receiver shall include the powers set out in section 754 of title 28, United States Code; and

(iii) shall have standing equivalent to that of a Federal prosecutor for the purpose of submitting requests to obtain information regarding the assets of the defendant—

(I) from the Financial Crimes Enforcement Network of the Department of the Treasury; or

(II) from a foreign country pursuant to a mutual legal assistance treaty, multilateral agreement, or other arrangement for international law enforcement assistance, provided that such requests are in accordance with the policies and procedures of the Attorney General.

(c) As used in this section—

(1) the term “knowing that the property involved in a financial transaction represents the

proceeds of some form of unlawful activity” means that the person knew the property involved in the transaction represented proceeds from some form, though not necessarily which form, of activity that constitutes a felony under State, Federal, or foreign law, regardless of whether or not such activity is specified in paragraph (7);

(2) the term “conducts” includes initiating, concluding, or participating in initiating, or concluding a transaction;

(3) the term “transaction” includes a purchase, sale, loan, pledge, gift, transfer, delivery, or other disposition, and with respect to a financial institution includes a deposit, withdrawal, transfer between accounts, exchange of currency, loan, extension of credit, purchase or sale of any stock, bond, certificate of deposit, or other monetary instrument, use of a safe deposit box, or any other payment, transfer, or delivery by, through, or to a financial institution, by whatever means effected;

(4) the term “financial transaction” means (A) a transaction which in any way or degree affects interstate or foreign commerce (i) involving the movement of funds by wire or other means or (ii) involving one or more monetary instruments, or (iii) involving the transfer of title to any real property, vehicle, vessel, or aircraft, or (B) a transaction involving the use of a financial institution which is engaged in, or the activities of which affect, interstate or foreign commerce in any way or degree;

(5) the term “monetary instruments” means (i) coin or currency of the United States or of any other country, travelers’ checks, personal checks, bank checks, and money orders, or (ii) investment securities or negotiable instruments, in bearer form or otherwise in such form that title thereto passes upon delivery;

(6) the term “financial institution” includes—

(A) any financial institution, as defined in section 5312(a)(2) of title 31, United States Code, or the regulations promulgated thereunder; and

(B) any foreign bank, as defined in section 1 of the International Banking Act of 1978 (12 U.S.C. 3101);

(7) the term “specified unlawful activity” means—

(A) any act or activity constituting an offense listed in section 1961(1) of this title except an act which is indictable under subchapter II of chapter 53 of title 31;

(B) with respect to a financial transaction occurring in whole or in part in the United States, an offense against a foreign nation involving—

(i) the manufacture, importation, sale, or distribution of a controlled substance (as such term is defined for the purposes of the Controlled Substances Act);

(ii) murder, kidnapping, robbery, extortion, destruction of property by means of explosive or fire, or a crime of violence (as defined in section 16);

(iii) fraud, or any scheme or attempt to defraud, by or against a foreign bank (as defined in paragraph 7 of section 1(b) of the International Banking Act of 1978)); [1]

(iv) bribery of a public official, or the misappropriation, theft, or embezzlement of public funds by or for the benefit of a public official;

(v) smuggling or export control violations involving—

(I) an item controlled on the United States Munitions List established under section 38 of the Arms Export Control Act (22 U.S.C. 2778); or

(II) an item controlled under regulations under the Export Administration Regulations (15 C.F.R. Parts 730–774);

(vi) an offense with respect to which the United States would be obligated by a multilateral treaty, either to extradite the alleged offender or to submit the case for prosecution, if the offender were found within the territory of the United States; or

(vii) trafficking in persons, selling or buying of children, sexual exploitation of children, or transporting, recruiting or harboring a person, including a child, for commercial sex acts;

(C) any act or acts constituting a continuing criminal enterprise, as that term is defined in section 408 of the Controlled Substances Act (21 U.S.C. 848);

(D) an offense under section 32 (relating to the destruction of aircraft), section 37 (relating to violence at international airports), section 115 (relating to influencing, impeding, or retaliating against a Federal official by threatening or injuring a family member), section 152 (relating to concealment of assets; false oaths and claims; bribery), section 175c (relating to the variola virus), section 215 (relating to commissions or gifts for procuring loans), section 351 (relating to congressional or Cabinet officer assassination), any of sections 500 through 503 (relating to certain counterfeiting offenses), section 513 (relating to securities of States and private entities), section 541 (relating to goods falsely classified), section 542 (relating to entry of goods by means of false statements), section 545 (relating to smuggling goods into the United States), section 549 (relating to removing goods from Customs custody), section 554 (relating to smuggling goods from the United States), section 555 (relating to border tunnels), section 641 (relating to public

money, property, or records), section 656 (relating to theft, embezzlement, or misapplication by bank officer or employee), section 657 (relating to lending, credit, and insurance institutions), section 658 (relating to property mortgaged or pledged to farm credit agencies), section 666 (relating to theft or bribery concerning programs receiving Federal funds), section 793, 794, or 798 (relating to espionage), section 831 (relating to prohibited transactions involving nuclear materials), section 844(f) or (i) (relating to destruction by explosives or fire of Government property or property affecting interstate or foreign commerce), section 875 (relating to interstate communications), section 922(l) (relating to the unlawful importation of firearms), section 924(n) (relating to firearms trafficking), section 956 (relating to conspiracy to kill, kidnap, maim, or injure certain property in a foreign country), section 1005 (relating to fraudulent bank entries), 1006 [2] (relating to fraudulent Federal credit institution entries), 1007 [2] (relating to Federal Deposit Insurance transactions), 1014 [2] (relating to fraudulent loan or credit applications), section 1030 (relating to computer fraud and abuse), 1032 [2] (relating to concealment of assets from conservator, receiver, or liquidating agent of financial institution), section 1111 (relating to murder), section 1114 (relating to murder of United States law enforcement officials), section 1116 (relating to murder of foreign officials, official guests, or internationally protected persons), section 1201 (relating to kidnaping), section 1203 (relating to hostage taking), section 1361 (relating to willful injury of Government property), section 1363 (relating to destruction of property within the special maritime and territorial jurisdiction), section 1708 (theft from the mail), section 1751 (relating to Presidential assassination), section 2113 or 2114 (relating to bank and postal robbery and theft), section 2252A (relating to child pornography) where the child pornography contains a visual depiction of an actual minor engaging in sexually explicit conduct, section 2260 (production of certain child pornography for importation into the United States),

section 2280 (relating to violence against maritime navigation), section 2281 (relating to violence against maritime fixed platforms), section 2319 (relating to copyright infringement), section 2320 (relating to trafficking in counterfeit goods and services), section 2332 (relating to terrorist acts abroad against United States nationals), section 2332a (relating to use of weapons of mass destruction), section 2332b (relating to international terrorist acts transcending national boundaries), section 2332g (relating to missile systems designed to destroy aircraft), section 2332h (relating to radiological dispersal devices), section 2339A or 2339B (relating to providing material support to terrorists), section 2339C (relating to financing of terrorism), or section 2339D (relating to receiving military-type training from a foreign terrorist organization) of this title, section 46502 of title 49, United States Code, a felony violation of the Chemical Diversion and Trafficking Act of 1988 (relating to precursor and essential chemicals), section 590 of the Tariff Act of 1930 (19 U.S.C. 1590) (relating to aviation smuggling), section 422 of the Controlled Substances Act (relating to transportation of drug paraphernalia), section 38(c) (relating to criminal violations) of the Arms Export Control Act, section 11 [3] (relating to violations) of the Export Administration Act of 1979, section 206 (relating to penalties) of the International Emergency Economic Powers Act, section 16 (relating to offenses and punishment) of the Trading with the Enemy Act, any felony violation of section 15 of the Food and Nutrition Act of 2008 (relating to supplemental nutrition assistance program benefits fraud) involving a quantity of benefits having a value of not less than \$5,000, any violation of section 543(a)(1) of the Housing Act of 1949 (relating to equity skimming), any felony violation of the Foreign Agents Registration Act of 1938, any felony violation of the Foreign Corrupt Practices Act, section 92 of the Atomic Energy Act of 1954 (42 U.S.C. 2122) (relating to prohibitions governing atomic weapons), or section 104(a) of the North Korea Sanctions Enforcement Act of

2016 [3] (relating to prohibited activities with respect to North Korea);

environmental crimes

(E) a felony violation of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), the Ocean Dumping Act (33 U.S.C. 1401 et seq.), the Act to Prevent Pollution from Ships (33 U.S.C. 1901 et seq.), the Safe Drinking Water Act (42 U.S.C. 300f et seq.), or the Resources Conservation and Recovery Act (42 U.S.C. 6901 et seq.);

(F) any act or activity constituting an offense involving a Federal health care offense; or

(G) any act that is a criminal violation of subparagraph (A), (B), (C), (D), (E), or (F) of paragraph (1) of section 9(a) of the Endangered Species Act of 1973 (16 U.S.C. 1538(a)(1)), section 2203 of the African Elephant Conservation Act (16 U.S.C. 4223), or section 7(a) of the Rhinoceros and Tiger Conservation Act of 1994 (16 U.S.C. 5305a(a)), if the endangered or threatened species of fish or wildlife, products, items, or substances involved in the violation and relevant conduct, as applicable, have a total value of more than \$10,000;

(8) the term “State” includes a State of the United States, the District of Columbia, and any commonwealth, territory, or possession of the United States; and

(9) the term “proceeds” means any property derived from or obtained or retained, directly or indirectly, through some form of unlawful activity, including the gross receipts of such activity.

(d) Nothing in this section shall supersede any provision of Federal, State, or other law imposing criminal penalties or affording civil remedies in addition to those provided for in this section.

(e) Violations of this section may be investigated by such components of the Department of Justice as the Attorney General may direct, and by such components of the Department of the

Treasury as the Secretary of the Treasury may direct, as appropriate, and, with respect to offenses over which the Department of Homeland Security has jurisdiction, by such components of the Department of Homeland Security as the Secretary of Homeland Security may direct, and, with respect to offenses over which the United States Postal Service has jurisdiction, by the Postal Service. Such authority of the Secretary of the Treasury, the Secretary of Homeland Security, and the Postal Service shall be exercised in accordance with an agreement which shall be entered into by the Secretary of the Treasury, the Secretary of Homeland Security, the Postal Service, and the Attorney General. Violations of this section involving offenses described in paragraph (c)(7)(E) may be investigated by such components of the Department of Justice as the Attorney General may direct, and the National Enforcement Investigations Center of the Environmental Protection Agency.

(f) There is extraterritorial jurisdiction over the conduct prohibited by this section if—

(1) the conduct is by a United States citizen or, in the case of a non-United States citizen, the conduct occurs in part in the United States; and

(2) the transaction or series of related transactions involves funds or monetary instruments of a value exceeding \$10,000.

(g) Notice of Conviction of Financial Institutions.—

If any financial institution or any officer, director, or employee of any financial institution has been found guilty of an offense under this section, section 1957 or 1960 of this title, or section 5322 or 5324 of title 31, the Attorney General shall provide written notice of such fact to the appropriate regulatory agency for the financial institution.

(h) Any person who conspires to commit any offense defined in this section or section 1957 shall be subject to the same penalties as those prescribed for the offense the commission of which was the object of the conspiracy.

(i) Venue.—

(1) Except as provided in paragraph (2), a prosecution for an offense under this section or section 1957 may be brought in—

(A) any district in which the financial or monetary transaction is conducted; or

(B) any district where a prosecution for the underlying specified unlawful activity could be brought, if the defendant participated in the transfer of the proceeds of the specified unlawful activity from that district to the district where the financial or monetary transaction is conducted.

(2) A prosecution for an attempt or conspiracy offense under this section or section 1957 may be brought in the district where venue would lie for the completed offense under paragraph (1), or in any other district where an act in furtherance of the attempt or conspiracy took place.

(3) For purposes of this section, a transfer of funds from 1 place to another, by wire or any other means, shall constitute a single, continuing transaction. Any person who conducts (as that term is defined in subsection (c)(2)) any portion of the transaction may be charged in any district in which the transaction takes place.

Defendants Amazon.com Inc of monetary instruments was using everyday normal Americans like Mr. Davis make him the criminal along with numerous others well know business who supposed to be participating in protecting American Infrastructure from terrors instead made money imprisoning innocent Americans in the matrix digital prison scheme while

Amazon Inc.com other well know businesses undermined the commerce laws of our nation and on the back end of the scheme was involved in a money laundering illegal untax monies grab free for all that span the world that is used in foreign countries and banks to hide the monies that was not tax by the US government there are numerous laundering of monies and has been going on for quiet some time with a hierarchy of high officials to persons on the state, federal, even the street level and a diverse group of individual nested within these organizations and Amazon is one cog in that vast network that spans worldwide so when US treasury and Congress decided to tax this companies for being a monopoly they would have a hedge fund and slush fund to make up for the lost profits. Therefore, defendants Amazon.com. Inc. is liable of Laundering of monetary instruments.

59. Damages owe in an amount that exceeds 75,000 for plaintiff injury. Defendants are liable for damages.

FOURTEENTH CAUSE OF ACTION

(Engaging in monetary transactions in property derived from specified unlawful activity)

(18 U.S.C 1957)

60. Plaintiff reallege and incorporate by reference all of the preceding paragraphs.

61. Defendants Amazon.com. Inc. intended to commit engaging in monetary transactions in property derived from specified unlawful activity laundering of monetary instruments. Engaging in monetary transactions in property derived from specified unlawful activity is Defendant charged with knowingly engaging or attempting to engage in a monetary transaction involving more than \$10,000 of criminally derived property. Defendants Amazon.com Inc. engaging in monetary transactions in property derived from specified unlawful activity participating in a huge money laundering operation with numerous well known and

66. Defendants Amazon.com. Inc. intended to commit the defendant had a duty to supervise the harming party. The defendant had a duty to supervise the harming party is supervisors had a duty of care towards another. Defendant Amazon.com Inc leadership supervisors in their fulfillment centers, it departments and the whole collective had a duty to make sure Mr. Davis package would be receive instead Amazon as a collective intended to harm Mr. Davis knowing the important of the contents which was known due to its relations with Infragard to block the contents which was paper and ink to stop Mr. Davis from filing a sue Amazon help them to block such commerce resulting in injury and damages to Mr. Davis. Therefore, defendant Amazon.com Inc. is liable for the defendant had a duty to supervise the harming party.

67. Damages owe in an amount that exceeds 75,000 for plaintiff injury. Defendants are liable for damages.

68. Defendants Amazon.com. Inc. intended to commit the defendant negligently supervised the harming party. The defendant negligently supervised the harming party is supervisor that not throughly supervising and delegating authority throughout the operation. Defendant Amazon.com Inc. the defendant negligently supervised the harming party was all in on the money making operation and it is believe that all supervisors overlooked such behavior to have a hedge fund due to the fact in the past and current the employees at Amazon have complained of paid and high turnover rate can entice persons to take bribes and this can make a employees and supervisors and management to supplement their income which caused damages and injury to Mr. Davis. Therefore, defendant Amazon.com Inc is liable for the defendant negligently supervised the harming party.

69. Damages owe in an amount that exceeds 75,000 for plaintiff injury. Defendants are liable for damages.

70. Defendants Amazon.com. Inc. intended to commit such negligence proximately cause the. Such negligence proximately caused the is that the injury was cause by the actual person direct or immediate. Defendant Amazon.com Inc. such negligence proximately caused the packages not to be delivered intentionally from multiple persons inside of Amazon fulfillment center to all share in the illegal kickback and bribe money and Infragard was holding the pocketbook resulted in Mr. Davis not receiving the agreed upon packages. Therefore, defendant Amazon.com Inc. is liable for such negligence proximately caused the.

71. Damages owe in an amount that exceeds 75,000 for plaintiff injury. Defendants are liable for damages.

SIXTEENTH CAUSE OF ACTION
(Negligent Hiring)

72. Plaintiff reallege and incorporate by reference all of the preceding paragraphs.

73. Defendants Amazon.com. Inc. intended to commit negligent hiring. Negligent Hiring is a legal claim made against an employer. The negligent hiring claim argues that the employer knew or should have known their history before hiring them. Basically, if you are not diligent about finding out a candidate's background, you could be responsible for their actions. Defendant Amazon.com Inc negligent hiring was the hiring of all it drivers and supervisors and management nationwide all in participated in a intrastate, interstate, nationwide and worldwide money laundering scheme and was responsible for subjecting Mr. Davis to matrix conditions holding Mr. Davis commerce at anytime and even taking his money and the governments at the same time. Therefore, defendant Amazon.com Inc. is liable for negligent hiring.

established US businesses that hide the illegal assets in foreign banks and investments around the world by imprisoning innocent Americans like Mr. Davis to hide their activities when they suppose to help in watching American Infrastructure to protect American interest and not their own. Therefore, defendants Amazon.com Inc. is liable of engaging in monetary transactions in property derived from specified unlawful activity.

62. Damages owe in an amount that exceeds 75,000 for plaintiff injury. Defendants are liable for damages.

FIFTEENTH CAUSE OF ACTION
(Negligent Supervision)

63. Plaintiff reallege and incorporate by reference all of the preceding paragraphs.

64. Defendants Amazon.com. Inc. intended to commit negligent supervision.

Negligent supervision is when someone who has a legal responsibility to supervise others fails to do so in a responsible manner. Defendant Amazon.com Inc. Negligent Supervision was not keep abreast of their companies leadership hexarchy training and classes on ethics and how not to take bribe and participating in unethical business practices in which all companies should be responsible for their employees, supervisors and agents of the company which shared in the responsibility to block Mr. Davis out of commerce to aid Infragard to block Mr. Davis from receiving paper and ink for the printer because Infragard was trying to stop a lawsuit resulted in injury and damages to Mr. Davis. Therefore, defendant Amazon.com Inc. is liable for Negligent Supervision.

65. Damages owe in an amount that exceeds 75,000 for plaintiff injury. Defendants are liable for damages.

74. Damages owe in an amount that exceeds 75,000 for plaintiff injury. Defendants are liable for damages.

75. Defendants Amazon.com. Inc. intended to commit that the employer owed the injured party (plaintiff) a duty of care. That the employer owed the injured party (plaintiff) a duty of care is a requirement that a person act toward others and the public with the watchfulness, attention, caution and prudence that a reasonable person in the circumstances would use. If a person's actions do not meet this standard of care, then the acts are considered negligent, and any damages resulting may be claimed in a lawsuit for negligence. Defendant Amazon.com Inc. that the employer owed the injured party (plaintiff) a duty of care was Amazon.com as a organization owed a duty of care of attention and caution and prudence in their dealings not to injury or harm their customers thru out their transaction which was not the case involving Mr. Davis from the intentional deception and unethical behavior to aide Infragard to to restraint his shipments and not allow fair and reasonable services a violation of the commerce clause and per our online agreement resulted in damages and injury to Mr. Davis. Therefore, defendant Amazon.com Inc. is liable for That the employer owed the injured party (plaintiff) a duty of care.

76. Damages owe in an amount that exceeds 75,000 for plaintiff injury. Defendants are liable for damages.

77. Defendants Amazon.com. Inc. intended to commit the injury to the plaintiff was reasonably foreseeable. The injury to the plaintiff was reasonably foreseeable is The foreseeability test basically asks whether the person causing the injury should have reasonably foreseen the general consequences that would result because of his or her conduct. Defendant

Amazon.com Inc. the injury to the plaintiff was reasonably foreseeable was premediated this was a plan to get additional kickback money and bribes this goes deeper than Mr. Davis. Infragard and Amazon.co planned this to receive additional monies from a huge money laundering scheme in which they use persons like Mr. Davis to overcharge the government additional monies punish Mr. Davis and take the money laundered monies. Therefore, defendant Amazon.com Inc. is liable of The injury to the plaintiff was reasonably foreseeable.

78. Damages owe in an amount that exceeds 75,000 for plaintiff injury. Defendants are liable for damages.

SEVENTEENTH CAUSE OF ACTION
(Anti kickback act of 1986 41 U.S.C. - Section 51)

79. Plaintiff reallege and incorporate by reference all of the preceding paragraphs.

80. Defendants Amazon.com Inc intended to commit Anti-kickback Act. [1]

Anti-kickback act is that the purpose of the kickback was for improperly obtaining or rewarding favorable treatment.. Covered class of "kickback" recipients--The Act prohibits "kickbacks" to prime contractors, prime contractor employees, subcontractors, and subcontractor employees. The Anti-Kickback Act of 1986, 41 U.S.C. § 51 et seq., modernized and closed the loopholes of previous statutes applying to government contractors. The 1986 law attempts to make the anti-kickback statute a more useful prosecutorial tool by expanding the definition of prohibited conduct and by making the statute applicable to a broader range of persons involved in government subcontracting. Prosecutions under these statutes must establish the following:

1. Prohibited conduct--the Act prohibits attempted as well as completed "kickbacks," which include any money, fees, commission, credit, gift, gratuity, thing of value, or compensation of any kind. The act also provides that the inclusion of kickback amounts in contract prices is

prohibited conduct in itself.

2. Purpose of kickback--The Act requires that the purpose of the kickback was for improperly obtaining or rewarding favorable treatment. It is intended to embrace the full range of government contracting. Prior to 1986, the "kickback" was required to be for the inducement or acknowledgement of a subcontract.

3. Covered class of "kickback" recipients--The Act prohibits "kickbacks" to prime contractors, prime contractor employees, subcontractors, and subcontractor employees. These terms are defined in the Act.

4. Type of contract--The Act defines kickbacks to include payments under any government contract. Prior to this legislation, the statutes' applicability was limited to negotiated contracts.

5. Knowledge and willfulness--The Act requires one to knowingly and willfully engage in the prohibited conduct for the imposition of criminal sanctions.

Defendant Amazon.com Inc. Anti-kickback act was front for the legal part of the business while the illegal hidden part of the business consist of numerous kickbacks, money laundering and fraud involving government contractor Infragard who is connected with numerous businesses and the government watching Americans infrastructure from terrorist instead Amazon.com Inc. other companies was involved in undermining commerce and receiving kickbacks and money laundering programs all to overcharge the government in this white collar crime and victims across the country is harassed and detain and imprison in their own homes, cars including in Mr. Davis case restrain on commerce when Infragard used its security contacts to halt, block packages ink paper and other items Mr. Davis purchased with his monies thru Amazon Prime account. Infragard kickback and bribed Amazon to halt items to Mr. Davis Spectrum and many other companies collect huge sums for the illegal activities causing damages

and injury to Mr. Davis. Therefore, defendants Liberty Media Corporation, Charter Communications, and Spectrum Communications is liable for anti-kickback.

[1] United States ex rel. Moilan v. McAllen Hospitals, L.P., et al., Case No. M-05-CV-263 S.D. Tex.2009

81. Damages owe in an amount that exceeds 75,000 for plaintiff injury. Defendants are liable for damages.

EIGHTEENTH CAUSE OF ACTION

(18 U.S. Code § 1951 - Interference with commerce by threats or violence)

82. Plaintiff reallege and incorporate by reference all of the preceding paragraphs.

83. Defendants Amazon.com Inc. intended to commit Interference with commerce by threats or violence. Interference with commerce by threats or violence is:

(a) Whoever in any way or degree obstructs, delays, or affects commerce or the movement of any article or commodity in commerce, by robbery or extortion or attempts or conspires so to do, or commits or threatens physical violence to any person or property in furtherance of a plan or purpose to do anything in violation of this section shall be fined under this title or imprisoned not more than twenty years, or both.

(b) As used in this section—

(1) The term “robbery” means the unlawful taking or obtaining of personal property from the person or in the presence of another, against his will, by means of actual or threatened force, or violence, or fear of injury, immediate or future, to his person or property, or property in his custody or possession, or the person or property of a relative or member of his family or of anyone in his company at the time of the taking or obtaining.

(2) The term “extortion” means the obtaining of property from another, with his consent, induced by wrongful use of actual or threatened force, violence, or fear, or under color of official right.

(3) The term “commerce” means commerce within the District of Columbia, or any Territory or Possession of the United States; all commerce between any point in a State, Territory, Possession, or the District of Columbia and any point outside thereof; all commerce between points within the same State through any place outside such State; and all other commerce over which the United States has jurisdiction.

Defendant Amazon.com Inc. Interference with commerce by threats or violence was to allow an outside company regulate and control and take threaten Mr. Davis by taking his purchase and control over items Mr. Davis paid upfront all to stop paper, and printer ink to not allow Mr. Davis to sue Infragard and Amazon.com Inc was involved and received kickback for doing so resulting in damages and injury to Mr. Davis. Therefore, defendant Amazon.com Inc. is liable for Interference with commerce by threats or violence.

84. Damages owe in an amount that exceeds 75,000 for plaintiff injury. Defendants are liable for damages.

NINETEENTH CAUSE OF ACTION
(Theft or bribery concerning programs receiving Federal funds)
(18 U. S. section 666)

85. Plaintiff reallege and incorporate by reference all of the preceding paragraphs.

86. Defendants Amazon.com Inc. intended to commit theft or bribery concerning programs receiving Federal funds. [1] enacted in 1984 to extend the reach of federal bribery law beyond federal officials, witnesses and jurors, to employees of private firms that receive federal money. Section 666 makes it a crime for a person to give or accept something of value ‘in connection with [a] business’, if the ‘the entity for which the defendant acted as an agent

received more than \$10,000 a year in federal assistance'. Theft or bribery concerning programs receiving Federal funds is The purpose of this statute is protect the integrity of the vast sums of money distributed through federal programs including:

(a) Whoever, if the circumstance described in subsection (b) of this section exists—

(1) being an agent of an organization, or of a State, local, or Indian tribal government, or any agency thereof—

(A) embezzles, steals, obtains by fraud, or otherwise without authority knowingly converts to the use of any person other than the rightful owner or intentionally misapplies, property that—

(i) is valued at \$5,000 or more, and

(ii) is owned by, or is under the care, custody, or control of such organization, government, or agency; or

(B) corruptly solicits or demands for the benefit of any person, or accepts or agrees to accept, anything of value from any person, intending to be influenced or rewarded in connection with any business, transaction, or series of transactions of such organization, government, or agency involving anything of value of \$5,000 or more; or

(2) corruptly gives, offers, or agrees to give anything of value to any person, with intent to influence or reward an agent of an organization or of a State, local or Indian tribal government, or any agency thereof, in connection with any business, transaction, or series of transactions of such organization, government, or agency involving anything of value of \$5,000 or more; shall be fined under this title, imprisoned not more than 10 years, or both.

(b) The circumstance referred to in subsection (a) of this section is that the organization, government, or agency receives, in any one year period, benefits in excess of \$10,000 under a Federal program involving a grant, contract, subsidy, loan, guarantee, insurance, or other form of

Federal assistance.

(c) This section does not apply to bona fide salary, wages, fees, or other compensation paid, or expenses paid or reimbursed, in the usual course of business.

(d) As used in this section—

(1) the term “agent” means a person authorized to act on behalf of another person or a government and, in the case of an organization or government, includes a servant or employee, and a partner, director, officer, manager, and representative;

(2) the term “government agency” means a subdivision of the executive, legislative, judicial, or other branch of government, including a department, independent establishment, commission, administration, authority, board, and bureau, and a corporation or other legal entity established, and subject to control, by a government or governments for the execution of a governmental or intergovernmental program;

(3) the term “local” means of or pertaining to a political subdivision within a State;

(4) the term “State” includes a State of the United States, the District of Columbia, and any commonwealth, territory, or possession of the United States; and

(5) the term “in any one-year period” means a continuous period that commences no earlier than twelve months before the commission of the offense or that ends no later than twelve months after the commission of the offense. Such period may include time both before and after the commission of the offense.

Defendants Amazon.com Inc. when stopping Mr. Davis shipments following Infragards request was just as guilty receiving Federal funds was a intended scheme between Infragard and other officials down to employees when one get paid all get paid. Amazon.com Inc. intended to rob and commit theft of government monies intentionally block Mr. Davis commerce joining in to

this nationwide scheme among business to hedge their operations by keeping Mr. Davis and others in similar situations in a matrix prison while companies receive payment in addition to money laundering, and kickback profits resulted in damages and injury to Mr. Davis. Therefore, defendants Amazon.com Inc. was liable of Theft or bribery concerning programs receiving Federal funds.

[1] Dixon v. United States, 465 U.S. 482 (1984)

87. Damages owe in an amount that exceeds 75,000 for plaintiff injury. Defendants are liable for damages.

TWENTH CAUSE OF ACTION
(Hobbs Act)
(18 USC § 1951)

88. Plaintiff reallege and incorporate by reference all of the preceding paragraphs.

89. Defendants Amazon.com Inc. intended to commit Hobbs Act. See [1][2] Hobbs Act is enacted in 1946, as an amendment to the 1934 Anti-Racketeering Act. Although the Act was originally intended to combat racketeering in labour-management disputes, the statute has frequently been used in connection with cases involving public corruption and commercial disputes. The Act criminalizes three distinct forms of criminal conduct: (1) robbery; (2) extortion by force, threat or fear; and (3) extortion under colour of official right. Only the third is relevant here. Extortion under colour of official right consists in the offender's use of his official position to extract something of a value from the alleged victim –understood, essentially, as the taking of a bribe. It is punishable by up to twenty years in prison. Proof of "racketeering" as an element of Hobbs Act offenses is not required. Defendants Am Hobbs Act was Amazon.com Inc.to intently to commit robbery, extortion by force threat or fear under an extortion under colour of official

right with joiner Infragard to pressure intimidate Mr. Davis in order to break him physically and mentally in order to receive payments and kickbacks from Infragard who files false claims in order to receive government funds to fuel the collaborated scheme between Amazon.com Inc. and Infragard that caused injury and damage to Mr. Davis. Therefore, defendant Amazon.com Inc. is liable of the Hobbs Act.

[1] Evans v. United States, 504 U.S. 255, 265, 112 S.Ct. 1181, 1188 (1992)

[2] United States v. Culbert, 435 U.S. 371, 98 S.Ct. 1112 (1978)

90. Damages owe in an amount that exceeds 75,000 for plaintiff injury. Defendants are liable for damages.

TWENTIETH FIRST CAUSE OF ACTION

(Racketeer Influenced and Corrupt Organizations (RICO) statute (18 U.S.C. § 1961) 1961)

91. Plaintiff reallege and incorporate by reference all of the preceding paragraphs.

92. Defendants Amazon.com Inc intended to commit Racketeer Influenced and Corrupt Organizations (RICO) statute (18 U.S.C. § 1961) 1961. [1][2][3] Racketeer Influenced and Corrupt Organizations (RICO) statute (18 U.S.C. § 1961) 1961 is a United States federal law that provides for extended criminal penalties and a civil cause of action for acts performed as part of an ongoing criminal organization. Defendants Amazon.com Inc. Racketeer Influenced and Corrupt Organizations (RICO) was a ongoing criminal gang bend on theft, bribery, racketeering, corruption, using Mr. Davis a customer who pays his bills an is up to date made

Mr. Davis the patsy and slave towards Amazon.com Inc and Infragard ultimate goal to steal from the US treasury for a bogus investigation wage against Mr. Davis monitoring his data around the clock in order to receive payment causing injury and damages to Mr. Davis. Therefore, defendants Amazon.com is liable of Racketeer Influenced and Corrupt Organizations (RICO).

93. Damages owe in an amount that exceeds 75,000 for plaintiff injury. Defendants are liable for damages.

[1] United States v. Philip Morris USA, Inc., 566 F.3d 1095, 1118 (D.C. Cir. 2009)

[2] Rivera v. State of New York, 34 NY 3d 383 (2019)

[3] S.P.R.L. v. Imrex Co., Inc., 473 U.S. 479, 495 (1985) (stating that § 1962 makes it illegal for a person "to use money derived from a pattern of racketeering activity to invest in an enterprise, to acquire control of an enterprise through a pattern of racketeering activity, or to conduct an enterprise through a pattern of racketeering activity").

TWENTIETH SECOND CAUSE OF ACTION **(Respondeat Superior)**

94. Plaintiff reallege and incorporate by reference all of the preceding paragraphs.

95. Defendants Amazon.com Inc intended to commit Respondeat Superior. Respondeat Superior is a legal doctrine, most commonly used in tort, that holds an employer or principal legally responsible for the wrongful acts of an employee or agent, if such acts occur within the scope of the employment or agency. Defendants Amazon.com Inc. Respondeat Superior was allowing your Fulfillment center to not deliver Mr. Davis packages that he paid for in order to aide Infragard which Amazon assisted to block Mr. Davis paper ink and other items to prevent Mr. Davis from suing Infragard resulting in damages and injury and mental anguish . Therefore, defendants is liable of Respondeat Superior.

96. Damages owe in an amount that exceeds 75,000 for plaintiff injury. Defendants

are liable for damages.

97. Defendants Amazon.com Inc. intended to commit the agent of the corporation committed the crime. The agent of the corporation committed the crime is a corporation to be found guilty of a crime, the crime has to been committed by an agent of the company while acting on behalf of the company. Defendants Amazon.com Inc. the agent of the corporation committed the crime was the whole company was in on the act to not deliver Mr. Davis packages and from a national security standpoint in which the owner has close ties with the CIA his company was money laundering money along with Infragard and using innocent Americans like Mr. Davis as a fall guy and make look like a terrors so these organizations can commit their crimes resulted in injury . Therefore, defendants Amazon.com Inc is liable of The agent of the corporation committed the crime.

98. Damages owe in an amount that exceeds 75,000 for plaintiff injury. Defendants are liable for damages.

99. Defendants Amazon.com Inc. intended to commit while acting within the scope of the agent's authority. While acting within the scope of the agent's authority is if an agent acts within the scope of his/her authority, a principal is bound by the act of his/her agent. Moreover, a principal is responsible for any action or inaction by the principal's agent. Defendants Amazon.com Inc. while acting within the scope of the agent's authority was employees as a collective was acting within the scope of their employment when many of Mr. Davis shipments was not delivered breaking the agreement. Therefore, defendants Amazon.com Inc. is liable of while acting within the scope of the agent's authority.

100. Damages owe in an amount that exceeds 75,000 for plaintiff injury. Defendants

are liable for damages.

101. Defendants Amazon.com Inc. intended to commit with an intent to benefit the corporation. With an intent to benefit the corporation is the liability imposed upon a corporation for any criminal act done by any natural person. Liability is imposed so as to regulate the acts of a corporation. The principle of corporate criminal liability is based on the doctrine of respondent superior which is commonly known as the theory of vicarious liability, where the master is made liable for the acts of his servant. Any corporation can be made liable for act of its agent or servant. Defendants Amazon.com Inc. with an intent to benefit the corporation was receiving kickbacks not just a few employees the whole organization from Infragard and its lucrative government contracting order to block some items to prevent non-delivering many items per our agreement online and aiding Infragard as far as blocking shipments of paper and ink to prevent their organization from being sued by Mr. Davis resulted in damage and injury to Mr. Davis. Therefore, defendants Amazon.com Inc. is liable of with an intent to benefit the corporation.

102. Damages owe in an amount that exceeds 75,000 for plaintiff injury. Defendants are liable for damages.

103. Defendants Amazon.com Inc intended to commit duty. Duty is the responsibility to others to act according to the law. Defendants Amazon.com Inc. duty was to accommodate Mr. Davis per the terms of the agreement and the agreement with Amazon.com Inc. to uphold that duty to Mr. Davis intently broke the law resulting damage and injury to Mr. Davis. Therefore, defendant Amazon.com is liable of duty.

104. Damages owe in an amount that exceeds 75,000 for plaintiff injury. Defendants are liable for damages.

105. Defendants Amazon.com Inca intended to commit proximate cause. Proximate cause is an act from which an injury results as a natural, direct, uninterrupted consequence and without which the injury would not have occurred. Defendants Amazon.com Inc was e uninterrupted harassment, fraud, and theft of data and selling it to Infragard and third parties for untax payments for favor and kickbacks going against the business ethics exhibiting unethical behavior and discrimination resulted in damages and injury to Mr. Davis. Therefore, defendant Amazon.com Inc is liable for proximate causes.

106. Damages owe in an amount that exceeds 75,000 for plaintiff injury. Defendants are liable for damages.

107. As a result of Defendant, illegal actions the plaintiff suffered physical injuries, fear, humiliation, anger, outrage, loss of sleep, PTSD, and other emotional and physical distress

108. By the conduct alleged above, Plaintiff was deprived of his constitutional rights and due process to obstruction justice and deny equal due process under the law.

109. The acts alleged above were done intentionally, willfully, maliciously, wantonly with reckless disregard for the safety of the Plaintiff.

110. At times and dates indicated and herein alleged, each defendant had a duty to keep the plaintiff secure from unlawful and assault, battery, false confinement, and false arrest.

111. Notwithstanding the duties owed to the Plaintiff, the Defendants failed to prevent the wrongs complained of herein, in violation of 28 U.S.C. § 1331.

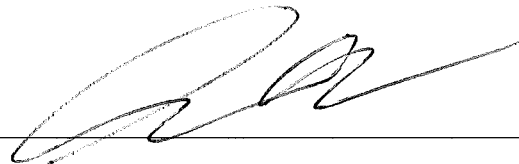
WHEREFORE, the Plaintiff prays this court:

A. For compensatory & punitive damages, injunctive relief, and in an amount exceeding 1,000,000,000.00 dollars for the physical and emotional damage he has suffered.

B. For such other relief as law and equity allows, including costs and reasonable interim and final attorney's fees.

I declare under penalty of perjury that the foregoing is true and correct.

DATED: 3/25/2021

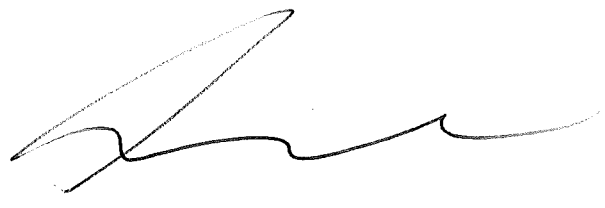


Andre Antonio Davis, Plaintiff in Pro Per

DEMAND FOR JURY TRIAL

Pursuant to Rule 38 (b), the plaintiff demands trial by jury.

DATED: 3/25/2021



Andre Antonio Davis, Plaintiff in Pro Per